

I 1
3/31/92

March 31, 1992

US EPA RECORDS CENTER REGION 5



486298

Illinois Environmental Protection Agency
Mr. Kenneth G. Mensing
Regional Manager
Division of Land Pollution Control
2009 Mall Street
Collinsville, IL 62234

RECEIVED
APR 01 1992

**RE: 1630505003 - St. Clair County
Fairmont City/Swift (Estech)**

Dear Mr. Mensing:

The following is a reply to your letter dated February 5, 1992.

The sulfuric acid mentioned in your letter is a weak residue that could not be pumped from the horizontal tank at the time that the plant was closed. The acid was used as a process material in the granulation plant that was closed down in the summer of 1989. Five drums of the acid were decanted off and sent to our Athens, GA granulation plant on March 6 (See the attached B/L Yellow Freight shipping papers). Proper shipping procedures were followed for the transfer of these drums.

The remaining acid residue was neutralized using hydrated lime and sodium hydroxide and then shipped to Vigoro's Harvel, IL fertilizer blend plant for use in a standard fertilizer blend (See attached B/L papers). The tank was rinsed five times and that rinsate was also shipped to Harvel on a second truck and used on the blending process.

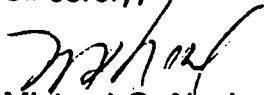
During these procedures, there was no discharge of the acid to the plant grounds. All product addition and ratios used for neutralization and blending were based on recommendations of a company chemist. The remaining tank is being cut up for scrap today.

The contract with Many Services is still pending. Many Services has requested additional site testing and I anticipate completion of an agreement for removal of the building in the next 60 days. If you have further questions regarding Fairmont

Fairmont City/Swift (Estech) Continued... page 2

City, please feel free to call. I will inform you as to the status of the Many Services' contract per your request.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael G. Neal", written over the printed name.

Michael G. Neal
Director of Environmental Affairs

xc: P. P. Mitchell
B. J. Ryan

2/10/92

STRAIGHT BILL LADING—SHORT FORM—ORIGINAL—NOT NEGOTIABLE

ECTD BY

YELLOW FRT. SYSTEM

AT E. ST. LOUIS, ILL

DATE

3-6-92

on VIGORO INDUSTRIES, INC., subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), is hereby consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract to mean any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery and destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classification in effect on the date hereof, if this is a rail-water shipment, or (2) the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The Five Barrels or Drums or Boxes used for this shipment conform to the specifications set forth in the Box, Barrel or Drum Maker's certificate thereof and all other requirements of governing classification.

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

VIGORO INDUSTRIES, INC.

Jeffrey L Conie
Signature of Consignor

AGENT'S NO.

SHIPPER'S NO.

BR-1

ONSIGNED TO STATION

VIGORO INDUSTRIES
740 WINTERVILLE ROAD
ATHENS, GEORGIA
404-543-7377 30605

DATE

YELLOW FRT SYSTEM

DELIVERING CARRIER

CAR NUMBER

CONSIGNEE'S NO.

COUNTY

No. of Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	WEIGHT (Sht. to Con)	CLASS OR RATE	✓	If charges are to be prepaid write or stamp here. "To be Prepaid"
DRUMS 5	SULFURIC ACID, CORROSIVE, UN1830 PLACARDED CORROSIVE	3060			
	THIRD PARTY BILLING VIGORO INDUSTRIES P.O. Box 4139 FAIRVIEW HEIGHTS, ILL 62208				
BOXES	EARTH N.O.I.B.N.				
BAGS	INSECTICIDES AGRICULTURAL OR OT AGRICULTURAL N.O.I.B.N., DRY				
BOXES	INSECTICIDES AGRICULTURAL OR OT AGRICULTURAL N.O.I.B.N., DRY				
DRUMS	INSECTICIDES AGRICULTURAL OR OT AGRICULTURAL N.O.I.B.N., DRY				
BOXES	INSEC				
DRUMS	INSEC				
BAGS	TREE				
BOXES	TREE				
DRUMS	TREE				
	FERT				
BAGS	FERTILIZING COMPOUNDS (MANUFACTURED FERTILIZER) N.O.I.B.N., DRY				
BOXES	FERTILIZING COMPOUNDS (MANUFACTURED FERTILIZER) N.O.I.B.N., DRY				
BAGS	FERTILIZING COMPOUNDS (MANUFACTURED FERTILIZER) N.O.I.B.N., DRY IN INNER CONTAINERS				
BOXES	FERTILIZING COMPOUNDS (MANUFACTURED FERTILIZER) N.O.I.B.N., DRY IN INNER CONTAINERS				
BAGS	FERTILIZING COMPOUNDS (MANUFACTURED FERTILIZER) N.O.I.B.N., DRY CONTAINING NOT IN EXCESS 5% HERBICIDES AND / OR INSECTICIDES				
BOXES	TREE OR WEED KILLING COMPOUNDS N.O.I.B.N., LIQUID				
DRUMS	TREE OR WEED KILLING COMPOUNDS N.O.I.B.N., LIQUID				

To certify that the above named materials are properly classified, described, packaged, marked, and labeled, and are in condition for transportation according to the applicable regulations of the Department of Transportation.

Permanent post-office address of shipper:

VIGORO INDUSTRIES, INC., Shipper

Per Jeffrey L Conie

Per Yellow 30708 3-6-92 Agent

Per Mueller 3 drums

SEND FREIGHT BILL TO: VIGORO INDUSTRIES, INC.

P. O. BOX 4139, FAIRVIEW HEIGHTS, IL 62208 - 2938

DATE 3-18-92

From VIGORO INDUSTRIES, INC., subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), packed, consigned, and destined as indicated below, which said carrier (the word "carrier" being understood throughout this contract as meaning any person or corporation, in possession of the property under the contract, agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier at all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth in (1) Official, Southern, Western and Illinois Freight Classification in effect on the date hereof, if this is a rail-water shipment, or (2) the applicable motor carrier classification or tariff in effect on the date hereof, if this is a motor shipment, and (3) the applicable shipper's or shipper's agent's tariff in effect on the date hereof, in combination with all the terms and conditions of the said Bill of Lading, including those on the back hereof, and the said classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The Fibre Barrels or Drums or Boxes used for this shipment conform to the specifications set forth in the Box, Barrel or Drum Maker's certificate thereon and all other requirements of governing classification.

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

VIGORO INDUSTRIES, INC.

Jeffrey L. Conner
(Signature of Consignor)

AGENTS NO

SHIPPER'S NO. _____

BR-2

**CONSIGNEE'S
TO
ESTIMATION**

VIGORO (KAISER/ESTECH)
BENNET + CEDAR STREET
HARVEL, ILLINOIS
217-229-4229

12102

OUTE

DELIVERING CARRIER

CAR NUMBER

CONSIGNEE'S NO.

COUNTY

No. of Packages	HM	Kind of Package, Description of Articles, Special Marks, and Exceptions	*WEIGHT (Sub. to Car)	CLASS OR RATE	*ERG	If charges are to be prepaid write or stamp here. "To be Prepaid"
		SODIUM SULPHATE / CALCIUM SULPHATE FERTILIZER SOLUTION 0-0-0-13				Received \$ _____ to apply in prepayment of the charges on the property described hereon.
		"NON-HAZARDOUS MATERIAL"				Agent or Cashier
						Per _____ (The signature here acknowledges only the amount prepaid.)
						Charges advanced: \$ _____
						NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____
						Per _____
						This shipment is correctly described. The correct weight is _____ Lbs.
						Subject to verification under agreements with <input type="checkbox"/> Eastern, <input type="checkbox"/> Western (1283) <input type="checkbox"/> Southern Weighing and Inspection Bureau, or <input type="checkbox"/> Transcontinental Freight Bureau (A-82)
						VIGORO INDUSTRIES, INC.
						Shipper (Shipper's imprint in lieu of stamp not a part of Bill of Lading)

*EMERGENCY RESPONSE GUIDEBOOK GUIDE /

IN CASE OF EMERGENCY CALL CHEMTREC AT 1-800-424-9300

CARRIER HAS DEPARTMENT OF TRANSPORTATION

1990 EMERGENCY RESPONSE GUIDEBOOK

—OR—
EMERGENCY RESPONSE INFORMATION HAS BEEN OFFERED
APPROPRIATE TO THE HAZARDOUS MATERIALS TRANSPORTED

PLACARDS HAVE BEEN OFFERED TO THE CARRIER
APPROPRIATE TO THE HAZARDOUS MATERIALS TRANSPORTED

Steve Allen

(TRUCKER'S SIGNATURE)

(DATE)

This is to certify that the above named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per _____ Agent _____

Per Jeffrey L. Carson
Permanent post-office address

Permanent post-office address of shipper:

VIGORO INDUSTRIES, INC., Shipper

P.O. BOX 4139

FAIRVIEW HEIGHTS, IL 62208-2938

KAISER/ESTECH
P. O. BOX 193
HARVEL, IL. 63538
PH(217)229 4228

Nº 1108

73200 GROSS
38840 TARE
34360 NET
____ TONS

DATE 3-18-
SHIPPED TO HARVEL %
SHIPPED TO _____ %
FROM _____
PRODUCT 00013
TRUCKER SLAY
DRIVER _____ ON _____ OFF _____

GALS/TONS/LBS		OTHER CHARGES - EXPLAIN		Charge Code		Total State Miles		LOADED MILES		SPEEDOMETER	
Chg.	Code			Pump	K	Ending Reading		759527			
				Blower	B	Starting Reading		759457			
				Vacuum	V	Total Miles		64			
				Split Delivery	S	Total Paid Time					
				Split Pick up	X	First Driver					
				Diversion	D	Second Driver					
				Rejected	R	Total Elapsed					
				Hourly	H	Trip Time					
				Excess Load	L						
				Excess Unload	U						
				C O D	C						
				Scale	W						

LOADING REQUESTED TIME				UNLOADING REQUESTED TIME			
Arrive		DATE		Arrive		DATE	
9:02 A.M. P.M.		3-18-92		6:45 A.M. P.M.		3-18-92	
Depart		DATE		Depart		DATE	
3:03 A.M. P.M.		3-18-92		6:45 A.M. P.M.		3-18-92	
Reason for Delay:				Reason for Delay:			

WAS TRACTOR POWER USED TO UNLOAD?			
NO	YES	Number of Stops	Bill Min.

Bill of Lading has been examined. The commodity, quantity, unloading location and hookup, have been approved. Driver instructed to unload.

Loader Signature

Time: _____
CONSIGNEE SIGNATURE APPROVING UNLOADING HOOKUP

Delivered By

BY COMMERCIAL CARTHAGE AT E. ST. LOUIS, ILL DATE 3-19-92
from VIGORO INDUSTRIES, INC., subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract, direct or indirect, to carry in its usual place of delivery to said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classification in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.
Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The Fibre Barrels or Drums or Boxes used for this shipment conform to the specifications set forth in the Box, Barrel or Drum Maker's certificate thereon and all other requirements of governing classification.

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

VIGORO INDUSTRIES, INC.

William J. Ryan
(Signature of Consignor)

AGENT'S NO.

SHIPPER'S NO.

BR-2

CONSIGNEE TO
ESTIMATION
VIGORO (KAISER/ESTECH) 12103
BENNET & CEDAR STREET
HARVEL, ILLINOIS
217-229-4229

ROUTE _____ DELIVERING CARRIER _____
CAR NUMBER _____ CONSIGNEE'S NO. _____ COUNTY _____

No. of Packages	HM	Kind of Package, Description of Articles, Special Marks, and Exceptions	WEIGHT (Sub. to Car)	CLASS OR RATE	ERG	If charges are to be prepaid write or stamp here. "To be Prepaid"
		<u>SODIUM SULPHATE/CALCIUM SULPHATE FERTILIZER</u>				Received \$ _____ to apply in prepayment of the charges on the property described hereon.
		<u>SOLUTION 0-0-0-13</u>				Agent or Cashier
		<u>"NON-HAZARDOUS MATERIAL"</u>				Per _____ (The signature here acknowledges only the amount prepaid.)
						Charges advanced: \$ _____
						NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____
						Per _____ This shipment is correctly described. The correct weight is _____ Lbs.
						Subject to verification under agreements with <input type="checkbox"/> Eastern, <input type="checkbox"/> Western (1283) <input type="checkbox"/> Southern Weighing and Inspection Bureau, or <input type="checkbox"/> Transcontinental Freight Bureau (A-82)
						VIGORO INDUSTRIES, INC.
						Shipper (Shipper's imprint in lieu of stamp not a part of Bill of Lading approved by Interstate Commerce Commission)

EMERGENCY RESPONSE GUIDEBOOK GUIDE #
IN CASE OF EMERGENCY CALL CHEMTREC AT 1-800-424-9300
☐ CARRIER HAS DEPARTMENT OF TRANSPORTATION 1990 EMERGENCY RESPONSE GUIDEBOOK
-OR-
☐ EMERGENCY RESPONSE INFORMATION HAS BEEN OFFERED APPROPRIATE TO THE HAZARDOUS MATERIALS TRANSPORTED
☐ PLACARDS HAVE BEEN OFFERED TO THE CARRIER APPROPRIATE TO THE HAZARDOUS MATERIALS TRANSPORTED
Steve Sheen 3-19-92
(TRUCKER'S SIGNATURE) (DATE)

This is to certify that the above named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per _____ Agent
Per W. J. Ryan

Permanent post-office address of shipper:
VIGORO INDUSTRIES, INC., Shipper
P.O. BOX 4139
FAIRVIEW HEIGHTS, IL 62208-2938

KAISER/ESTECH
P. O. BOX 193
HARVEL, IL. 63538
PH(217)229 4228

Nº 1113

3-19-92

3:32PM

3-19-92

7:57PM

66700 1b GROSS

39620 1b TARE

27080 NET

TONS

DATE 3-19-92

SHIPPED TO Harvel %

SHIPPED TO %

FROM Fairmount City

PRODUCT 00013

TRUCKER

DRIVER ON ☒ OFF

GALS/TONS/LBS		OTHER CHARGES - EXPLAIN		Charge Code		Total State Miles	
				Pump	K		
				Blower	B		
				Vacuum	V		
				Split Delivery	S	SPEEDOMETER	
				Split Pick up	X	Ending Reading	759651
				Diversion	D	Starting Reading	759587
				Rejected	R	Total Miles	64
				Hourly	H	Total Paid Time	
				Excess Load	L	First Driver	
				Excess Unload	U	Total Paid Time	
				C O D	C	Second Driver	
				Scale	W	Total Elapsed	
						Trip Time	

LOADING REQUESTED TIME		DATE 3-19-92		UNLOADING REQUESTED TIME 2:00		DATE 3-17-92	
Arrive 7:00 A.M.	P.M.	Depart 12:30 A.M.	P.M.	Arrive 7:30 A.M.	P.M.	Depart 7:00 A.M.	P.M.
Reason for Delay:				Reason for Delay:			

Bill of Lading has been examined. The commodity, quantity, unloading location and hookup, have been approved. Driver instructed to unload.

by: Stacy Greene Time: 4:00
CONSIGNEE SIGNATURE APPROVING UNLOADING HOOKUP

Delivered By